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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 16th April, 2025

No. 508154-HII(2)-2025/5938.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **58/2023** dated **28.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

POONAM SAINI D/O SH. GURDIAL SINGH, H.NO. 1066, SECTOR 23-B, CHANDIGARH.
(WORKMAN)

AND

- 1 CENTRAL HEAD, SOCIETY FOR PROMOTION OF INFORMATION TECHNOLOGY CHANDIGARH (SPIC), PLOT NO. 20, EDC BUILDING, RAJIV GANDHI TECHNOLOGY PARK, KISHANGARH, CHANDIGARH.
2. CHAIRMAN, CHANDIGARH HOUSING BOARD, 8, JAN MARG, SECTOR 9-D, CHANDIGARH. (MANAGEMENT)

AWARD

1. Poonam Saini, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the Central Head Society for Promotion Information Technology (SPIC) vide letter No.SPIC/2013/19522 dated 05.12.2013 as Data Entry Operator (DEO) and was deployed at Chandigarh Housing Board, Chandigarh (management No. 2) on a monthly salary of ` 11,300/-. The workman remained in continuous employment up to 08.09.2022 when her services were disengaged by the Administrative Officer, Chandigarh Housing Board, Chandigarh vide letter No.HB(S)/AO/CT/2022/1348 dated 08.09.2022 due to administrative reasons w.e.f. 08.09.2022. At the time of disengagement, the workman was drawing ` 26,902/- per month as wages. There was no complaint against the work & conduct of the workman from any of her colleagues & superiors. The workman was performing her duties diligently, honestly and to the satisfaction of the superiors.

(601)

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The Chandigarh Housing Board, Chandigarh – management No.2 issued an order No.25300 dated 20.07.2022 vide which the workman along with 4 other employees were reserved for survey work at Ram Darbar, Chandigarh on 24.07.2022. Only female workers were deputed on survey work on Sunday apart from their regular duty from Monday to Friday without any over-time wages or compensatory leave. The workman could not attend survey duty on 31.07.2022 because the workman did not receive any order regarding survey duty and also the workman was on leave due to viral fever to herself and her family members. The workman had informed the Branch Head as well as to her duty Incharge vide leave application dated 30.07.2022, duly supported by medical certificate. The Doctor advised her complete bed rest. The duty Incharge did not inform the higher authorities about her illness. It is further averred that father-in-law of the workman, who is a retired Government employee, living at native village after his retirement, suffering from cancer was on his last stage required the services of the workman, as there was no other person to look after him at this crucial time. The husband of workman only visited to look after his father on Saturday and Sunday. This is no other person to look after the son of workman who was 3 years old. The workman was forced to work on Sunday for survey work. The workman was compelled by the circumstances had no other alternative had to leave her daughter at creche on Saturday because the creche remained closed on Sunday. The workman informed the department vide letter dated 18.08.2022 for exemption from survey duty on sympathetic ground, but her just & genuine request was not considered, even then the workman conducted her survey duty by locking her daughter at home without support of any elder person. It is further averred that her explanation was called vide letter No.CHB/2022/26177 dated 03.08.2022 on the alleged charge of not attending the survey work at Sector 56, Chandigarh on 31.07.2022. The workman was given only one day time to explain her position viz-a-viz the alleged charges. The workman explained her position to the alleged charge along with supporting documents for not attending the survey work on 31.07.2022. The explanation was duly received by the department. The authority without applying their mind judicially and without appreciating the genuine problems of the workman, hastened to go for a drastic action of dispensing the services of the workman without assigning any reason and without passing any speaking order just on the ground of administrative reason on 08.09.2022 vide letter No.HB(S)/AO/CT/2022/1348 dated 08.09.2022. The letter was addressed to SPIC – management No.1 by the Administrative Officer of Chandigarh Housing Board, Chandigarh. Management No.2 on the very next day of disengagement the services of the workman, Chandigarh Housing Board, Chandigarh i.e. management No.2 appointed a new Data Entry Operator at her place through Golden Eagle an outsourcing agency which is violation of Section 25H of the ID Act. The workman vide her letter dated 16.09.2022 requested the Housing Board, Chandigarh – management No.2 for her reinstatement. The request was forwarded to Sh. Rajiv Tiwari – Administrative Officer for consideration vide letter No.58584/2022/1 dated 16.09.2022. The Administrative Officer of management No.2, vide it's letter No.HB(S)/AO/CT/2022/32857 dated 22.11.2022 informed the workman that her request for reinstatement has been considered by the Competent Authority and it is regretfully informed that same has not been acceded to. The workman also requested the Chief Executive Officer (CEO) of management No.1 – SPIC, for reinstatement and transfer to some other department. The request letter was received by the management No.1 – SPIC but no action was taken till date. Apart from other information the workman demanded some information under RTI on 19.10.2022 for Chandigarh Housing Board, Chandigarh – management No.2, regarding the male Data Computer Operator who were deputed on survey work on Sunday and reason for deputing female employees for survey work (Sr. No.7 to 10). No information was supplied to the workman, during the stipulated time. A reminder was sent on 31.03.2023 but the workman was not supplied the information particularly for item mentioned at Sr. No.7 and 10. Dis-engagement from service which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman has not paid retrenchment compensation at the time of termination. Violation of same makes the termination void. Workman served upon the management a demand notice dated 06.04.2023. The management did not reply to the demand notice. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for intervention, who intervened but dispute could not be settled within the stipulated time. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that letter No.HB(S)/AO/CT/2022/1348

dated 08.09.2022 vide which the services of the workman were disengaged may be set aside and workman may be reinstated with continuity of service along with full back wages without any change in her service conditions and all attendant benefits.

3. On notice, management No.1 – SPIC contested the claim statement by filing written statement dated Nil filed on 06.02.2024, signed by Sh. Sandeep Sharma – HR Incharge SPIC through Law Officer Shri Yadwinder Singh wherein preliminary submissions made to the effect that the workman is hiding the material facts from this Court. The facts submitted by the workman are *supprescio veri* and *exprescio falsi* to the extent that workman has completely suppressed true and material facts and approached this Court with unclean hands. It was made clear in the appointment letter vide Memo No.SPIC/2013/19522 dated 05.02.2013, in condition No.2, that contract is further extendable keeping in view the requirement of their services to be forwarded by the Department of Chandigarh Housing Board, Chandigarh before the expiry of the contract period. No official correspondence in this regard will be sent from SPIC prior to expiry of the contract period. In this case no further extension of the workman has forwarded by the department of Chandigarh Housing Board, Chandigarh. Further in condition No.3, it is clearly mentioned that contract shall be terminated without prior notice as and when their services are not required by the Department of Chandigarh Housing Board.

4. Further on merits, it is admitted as correct that workman was appointed by SPIC vide letter dated 05.02.2013 as Data Entry Operator and was deployed at Chandigarh Housing Board, Chandigarh – management No.2 for on monthly salary of ₹ 11,300/-. The contents of para 2 to 11 of the claim statement are denied for want of knowledge. It is admitted as matter of record to the extent that workman has requested the CEO for her reinstatement and transfer to some other department. It is further stated that after reconsidering the request, the workman was offered fresh appointment for the post of DEO in the office of Estate Officer vide Memo No.SPIC/2022/68771 dated 03.11.2023. The contents of para 13 & 14 are denied for want of knowledge being pertain to Chandigarh Housing Board, Chandigarh – management No.2. Management No.1 had filed it's reply on dated 25.05.2023 to the demand notice raised by the workman. Rest of the averments claim statement are denied as wrong and prayer is made that the claim statement may be dismissed with cost.

5. The Chandigarh Housing Board, Chandigarh – management No.2 contested the claim statement by filing written statement dated 13.09.2023 (filed on 06.12.2023), signed by Sh. Rajiv Tiwari – Administrative Officer, Chandigarh Housing Board, Chandigarh wherein the preliminary objections are raised on the ground that the present petition (*here-in-after 'claim statement'*) has been filed by the petitioner (*here-in-after 'workman'*) without any valid ground and reason. The Competent Authority keeping in view of the overall act & conduct of the workman and the peculiar facts & circumstances of the matter in hand, very rationally, reasonably and legally ordered for the dis-engagement of the employer from service on the ground of dereliction of duty and indiscipline vide order / letter dated 08.09.2022. The answering management intimated the SPIC – management No.1 regarding engagement of service of the workman. The actual, factual and legal position of the present case is that on the request of the Chandigarh Housing Board, Chandigarh – management No.2, the SPIC – management No.1 provided the services of 10 DEOs to the answering management No.1 on contract basis initially for a period of 6 months on monthly consolidated amount of ₹ 11,300/- which also included the name of the workman. The letter dated 05.02.2023 to this effect, written by management No.1 to the answering management No.2, also contained the terms & conditions of the said deployment.

6. Further on merits, it is admitted being matter of record that workman was appointed by the SPIC – management No.1 vide letter dated 05.02.2013 as DEO are deployed at the workplace of Chandigarh Housing Board, Chandigarh – management No.2. It is admitted being matter of record that workman remained in continuous employment up to 08.09.2022, when her services were disengaged by the Administrative Officer, Chandigarh Housing Board, Chandigarh – management No.1 vide letter dated 08.09.2022 due to the administrative reasons w.e.f. 08.09.2022 and that at the time of disengaged the workman was drawing ₹ 26,902/- per month as wages. It is admitted to the extent that there was no complaint against the workman in regard to her work & conduct. It is further submitted that on 06.06.2022, during his visit to small flats in the

rehabilitation colonies, it was desired by the Hon'ble Advisor to the Administrator / Chairman, Chandigarh Housing Board, Chandigarh that a survey be undertaken by the Chandigarh Housing Board, Chandigarh to find out the status of each of the flats in regard to it's occupants and outstanding due etc. In pursuance to the said order, 10 teams for conducting the said survey were constituted. Each team was to contain 1 male, 1 female and 1 police personal for conducting the said survey. The management Board acting accordingly vide letter bearing Endorsement No.25300 dated 20.07.2022 requested SSP, U.T. Chandigarh to deploy 10 police personnel to maintain law and order for survey work. It is further submitted that vide order dated 29.09.2022 the employee was put on survey duty for 31.07.2022. Because she was not available on her seat, three efforts were made to contact her telephonically but without success. The said order was also sent on a WhatsApp group but it was found that she has left the said WhatsApp group. Moreover, the said order was also available on the official website of the answering management and all employees who had been deputed for survey duty like her were very well aware of the aforesaid orders but the workman did not respond timely. She did not come forward to receive the said orders from Dispatch Section and it's compliance. It is admitted to the extent that letter dated 18.02.2022 was received from the employee. The family circumstances alleged by the workman in para 6 of the claim statement are denied for want of knowledge. It is further submitted that workman has also called verbally by the management Board asking her to do her survey duty. In spite of that all, she refrained from performing her duty. It is admitted to the extent that since the employee had not complied with the above said orders dated 29.09.2022 therefore the explanation was called from the employee vide letter dated 03.08.2022, issued by the Chief Accounts Officer, Chandigarh Housing Board, Chandigarh for not attending her duty on 31.07.2022. It is further submitted that because of urgent nature of survey work, which was being carried out in compliance to the orders of the Hon'ble Advisor to the Administrator / Chairman, Chandigarh Housing Board, therefore, the employee was called to give explanation within one day. The employee was specifically asked to explain her position for neither attending survey work nor attending any phone calls and replying to the WhatsApp message. It is admitted to the extent that employee submitted her reply to the said letter dated 03.08.2022 calling for her explanation which was forwarded to the Competent Authority for taking further action in the matter. The Competent Authority duly considered the explanation / reply submitted by the employer. The Competent Authority keeping in view the overall act & conduct of the employee and the peculiar facts & circumstances of the matter in hand, very rationally, reasonably & legally ordered for disengagement of the employee from services on the ground of dereliction of duty and indiscipline vide order / letter dated 08.09.2022. The SPIC – management No.2 was duly intimated about the said disengagement of the employee provided by SPIC to the Chandigarh Housing Board, Chandigarh – management No.2. It is further submitted that no new Data Entry Operator in her place was engaged by the Chandigarh Housing Board, Chandigarh. It is a concocted story. The contract period of service provider agency namely M/s Golden Eagle Outsourcing commenced w.e.f. 04.10.2022. Furthermore, the services were being provided by the employee on contractual basis through the outsourcing agency i.e. SPIC, therefore the provisions of the ID Act in the matter cannot be invoked. Therefore, the present statement of claim is misconceived and illegal. It is a matter of record that workman vide her letter dated 16.09.2022 requested Chandigarh Housing Board, Chandigarh – management No.2 for her reinstatement. The letter dated 16.09.2022 was very much dealt with by the Competent Authority but rejected. Accordingly, the workman was regretfully conveyed the decision vide their office letter No.32857 on 22.11.2022. It is denied for want of knowledge that workman requested CEO of the SPIC – management No.1 for her reinstatement as it does not pertain to management No.2. It is further submitted that RTI application dated 19.10.2022 submitted by the workman was duly replied vide the Board's office letter No.1714 dated 22.11.2022. It is further admitted to the extent of service of demand notice by the workman and the answering Board, to which the answering Board filed a detailed reply before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh and supplied copy of reply to the workman. The disengagement of the workman is perfectly valid, just & legal in view of terms & conditions contained in the SPIC letter dated 05.02.2013, therefore, the workman is not entitled to any relief claim in the demand notice. It is further submitted that DEOs are being paid salary for 6 days in a week while they are seldom called for duty on Saturdays. The door to door survey of colonies are conducted in Sunday because the allottees are generally not available at their residence on rest of the days of work and go for work.

Hence, the action of the management Board in legal & fair in view of the above explained position. Rest of the averments of the claim statement are denied as wrong except. Para 14 which is replied in a formal manner being legal and prayer is made that claim statement may be dismissed.

7. The workman filed rejoinder dated 26.02.2024 (without mentioning whether it is a rejoinder filed to written statement of management No.1 or management No.2), wherein the contents of written statement are denied. In para 3 (reply to preliminary submissions) it is submitted that letter No.SPIC/2013/19552 dated 05.02.2013 has no value as the same become void after termination and thereafter reinstatement at Estate Office, Sector 17, U.T. Chandigarh. The management was duly informed by the letter dated 08.12.2023 which was delivered to workman on 10.12.2023. Clause 3, 4, 5, 6, 7, 11 & 12 are not in accordance to the labour laws applicable to SPIC and are against the principle of natural justice which mounts to unfair labour practice. It is further informed that these clauses are not acceptable to workman and without prejudice to her right and benefits she is joining on her present post. The workman again reiterates the contents of letter dated 08.1.2023. Further averments of claim statement are reiterated.

8. From the pleadings of the parties, following issues were framed vide order dated 26.02.2024 :-

1. Whether the termination of services of the workman is illegal ? If so, to what effect and what relief she is entitled to ? OPW
2. Whether the workman has suppressed the material facts and approached the Court with unclean hands ? OPM (Management No.1)
3. Relief.

9. In evidence, the workman examined Poonam Saini examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with copies of documents i.e. letter dated 05.02.2013 providing services of 10 Data Entry Operator in Chandigarh Housing Board on contract basis vide **Exhibit 'W1'**, letter dated 08.09.2022 regarding disengaging of outsource staff in CHB vide **Exhibit 'W2'**, leave application dated 27.07.2022 along with medical certificates dated 26.07.2022 and 30.07.2022 vide **Exhibit 'W3'**, explanation dated 03.08.2022 vide **Exhibit 'W4'**, reply dated 03.08.2022 to explanation dated 03.08.2022 vide **Exhibit 'W5'**, letter dated 16.09.2022 regarding request for reinstatement in service vide **Exhibit 'W6'**, letter dated 22.11.2022 of Administrative Officer, CHB regarding request for re-engaging as DEO in CHB vide **Exhibit 'W7'**, letter dated 16.09.2022 written to Chief Executive Officer, SPIC, Chandigarh for transfer of service from CHB to any other department vide **Exhibit 'W8'**, letter dated 19.10.2022 seeking information under RTI Act vide **Exhibit 'W9'**, supply of information under RTI vide letter dated 22.11.2022 of CPIO, Chandigarh Housing Board vide **Exhibit 'W10'** and letter dated 31.01.2023 regarding reminder on RTI information vide **Exhibit 'W11'**.

10. On 16.07.2024 Learned Representative for the workman closed evidence in affirmative.

11. On the other hand, management No.1 – SPIC examined MW1 Sandeep Sharma – HR Public Relation Executive in the O/o SPIC, who tendered his affidavit **Exhibit 'MW1/A'** along with attested copies of documents i.e. appointment letter bearing Memo No.SPIC/2013/19522 dated 05.02.2013 vide **Exhibit 'MW1/1'**, contract extension order No.105 dated 16.06.2022 of Chief Executive Officer, Chandigarh House Board, Chandigarh vide **Exhibit 'MW1/2'** and contract extension order No.2 dated 03.01.2023 of Chief Executive Officer, Chandigarh House Board, Chandigarh vide **Exhibit 'MW1/3'**.

12. On 19.02.2025 Learned Law Officer for the management No.1 closed oral evidence. On 25.02.2025 Learned Assistant District Attorney (ADA) / Law Officer for management No.1 tendered into documentary evidence copy of letter No.SPIC/2022/68771 dated 03.11.2023 vide Exhibit 'MX'. On 28.02.2025 Learned Law Officer for management No.1 closed documentary evidence.

13. Management No.2 – Chandigarh Housing Board, Chandigarh examined MW2 Keshav Verma – Senior Assistant, O/o Chandigarh Housing Board, Chandigarh who tendered his affidavit Exhibit ‘MW2/A’ along with copies of documents i.e. Memo No.SPIC/2013/19522 dated 05.02.2013 from Centre Head, SPIC to the Superintendent (Admin), Chandigarh Housing Board, Chandigarh on the subject request for providing the services of 10 Data Entry Operators in Chandigarh Housing Board, Chandigarh on contract basis vide Exhibit ‘MW2/1’; proceedings on the subject conducting a survey in small flats of various sectors / colonies allotted under Chandigarh Small Flats Scheme – 2006 vide Exhibit ‘MW2/2’; order bearing Endorsement No.25300 dated 20.07.2022 passed by Chief Accounts Officer, Chandigarh Housing Board, Chandigarh vide Exhibit ‘MW2/3’; order bearing endorsement No.25883-25884 dated 29.07.2022 passed by Chief Accounts Officer, Chandigarh Housing Board, Chandigarh vide Exhibit ‘MW2/4’; letter No.CHB/2022/26177 dated 03.08.2022 issued by passed by Chief Accounts Officer, Chandigarh Housing Board, Chandigarh to Ms. Poonam Saini, DEO, Chandigarh Housing Board, Chandigarh on the subject ‘Explanation’ vide Exhibit ‘MW2/5’; letter No.HB(S)/AO/CT/2022/1348 dated 08.09.2022 issued by Administrative Officer, Chandigarh Housing Board, Chandigarh to the Center Head SPIC, Plot No.20, EDC Building, Rajiv Gandhi Chd. Technology Park (RGCTP), Kishangarh, Chandigarh on the subject disengaging of outsourced staff provided in CHB vide Exhibit ‘MW2/6’ along with post receipt; letter No.HB(S)AO/CT/2022/32857 dated 22.11.2022 issued from Administrative Officer, Chandigarh Housing Board, Chandigarh to Smt. Poonam Saini, H.No.1066, Sector 23-B, Chandigarh on the subject request for re-engaging as DEO in CHB vide Exhibit ‘MW2/7’, letter No.HB(S)/EA-V/2022/1714 dated 22.11.2022 issued by CPIO-cum-Administrative Officer, Chandigarh Housing Board, Chandigarh to Smt. Poonam Saini on the subejct supply of Information under RTI Act-2005 vide Exhibit ‘MW2/8’ and original authority letter No.HB(S)/AO/CT/2024 dated 10.09.2024 issued in his favour by Administrative Officer, Chandigarh Housing Board, Chandigarh vide Exhibit ‘MW2/9’.

14. On 05.11.2024 Learned Representative for management No.2 closed evidence.

15. I have heard the arguments of Learned Representatives for the parties and Learned ADA – Law Officer for management No.1 and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 & 2 :

16. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

17. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 is on the management No.1.

18. In support of claim, workman Poonam Saini examined herself as AW1 and vide her affidavit Exhibit ‘AW1/A’ deposed the averments of claim statement in toto, which are not reproduced here for sake of brevity. AW1 supported his oral version with the documents Exhibit ‘W1’ to Exhibit ‘W11’.

19. On the other hand, management No.1 examined MW1 Sandeep Sharma – HR / Public Relation Executive in SPIC, who vide his affidavit Exhibit ‘MW1/A’ deposed all the material contents of the written statement of management No.1, which are not reproduced here in order to avoid repetition. MW1 supported his oral version with documents Exhibit ‘MW1/1’ to Exhibit ‘MW1/3’.

20. Management No.2 examined MW2 Keshav Verma – Senior Assistant, Chandigarh House Boarding, Chandigarh who vide his affidavit Exhibit ‘MW2/A’ deposed the entire contents of the written statement of management No. 2, which are not reproduced here to avoid repetition. MW2 supported his oral version with documents Exhibit ‘MW2/1’ to Exhibit ‘MW2/9’.

21. From the oral as well as documentary evidence led by the parties, comes out that undisputedly the workman was appointed as D.E.O. by the SPIC – management No.1 vide letter No.SPIC/2013/19522 dated 05.02.2013 / Exhibit ‘W1’ and deployed at Chandigarh Housing Board, Chandigarh – management No.2

on a monthly salary of ₹ 11,300/-. Undisputedly, the workman remained in continuous employment w.e.f. the date of her appointment dated 05.02.2013 up to 08.09.2022. It is undisputed fact that last drawn monthly wages of the workman were ₹ 26,902/- per month. Further the fact remained undisputed between the parties that Chandigarh Housing Board, Chandigarh – management No.2 disengaged the services of the workman w.e.f. 08.09.2022 vide letter No.HB(S)AO/CT/2022/1348 dated 08.09.2022 / Exhibit ‘MW2/6’ and intimation of the same was given by Chandigarh Housing Board, Chandigarh – management No.2 to the SPIC – management No.1 on the same day i.e. 08.09.2022. The letter dated 08.09.2022 / Exhibit ‘MW2/6’ is addressed from Administrative Officer, Chandigarh Housing Board, Chandigarh to Central Head, SPIC, Plot No.20, EDC Building, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Kishangarh, Chandigarh on the subject of disengaging outsource staff provided in Chandigarh Housing Board, Chandigarh. The letter dated 08.09.2022 / Exhibit ‘MW2/6’ read as below :-

“This is to inform you that following outsourced staff provided by you agency, has been disengaged by CHB due to administrative reasons with w.e.f. 08.09.2022 :-

1. Smt. Poonam Saini, DEO

This is for your information and records.

This issues with the approval of Chief Executive Officer, C.H.B.”

The copy of above letter is forwarded to :-

1. The EE-I, CHB
2. PA to CEO, CHB for favour of kind information to the Officer; and
3. Smt. Poonam Singh – DEO

Workman has challenged the aforesaid order dated 08.09.2022 / Exhibit ‘MW2/6’ whereby her services were disengaged, being illegal.

22. Learned Representative for the workman argued that first of all the alleged orders dated 29.07.2022 / Exhibit ‘MW2/4’, whereby the workman allegedly assigned the duty to conduct survey work at Sector 56 and Industrial Area, Phase – I, Chandigarh on 31.07.2022 being member of Survey Team No.1, were never conveyed to the workman. In fact, that workman due viral fever had applied leave from 27.07.2022 to 29.07.2022 vide leave application dated 27.07.2022 / Exhibit ‘W3’. Besides, the workman informed the Branch Head as well as to her Duty In-charge vide leave application dated 30.07.2023 duly supported by medical certificate, the Doctor advised her complete bed rest but the Duty Incharge did not inform the higher authorities about her illness. It is further argued by Learned Representative for the workman that Chandigarh Housing Board, Chandigarh – management No.2 called explanation of the workman vide letter dated 03.08.2022 / Exhibit ‘W4’, mentioning therein as under :-

“You were deputed for conducting survey work at Sector-56, Chandigarh on dated 31.07.2022 vide order No. 25833 dated 29.07.2022 and the same has not been attended by you, even your team members had made a numerous phone calls but you neither attended any phone calls nor bother to do reply to whatsapp messages.

You are hereby directed to explain your position within one day positively failing which disciplinary action shall be taken against you.”

The workman filed genuine reply dated 03.08.2022 / Exhibit ‘W5’ to the above explanation but the same was not considered by the management No.2.

23. On the other hand, Learned Representative for management No.2 argued that on 06.06.2022, during visit to small flats in the rehabilitation colonies, the Hon'ble Advisor to the Administrator / Chairman, Chandigarh Housing Board, Chandigarh desired that a survey be undertaken by the Chandigarh Housing Board to find out the status of each of the flats in regard to it's occupants and outstanding dues. In pursuance of said order, 10 teams were constituted to conduct survey vide order dated 29.07.2022 / Exhibit 'MW2/4' and the workman was put on survey duty for 31.07.2022 and she was found absent from survey duty. Learned Representative for management No.2 further argued that twice efforts were made to contract the workman telephonically but without success. Besides, the workman left the WhatsApp group. Workman's explanation was called vide letter dated 03.08.2022 / Exhibit 'MW2/5'. The reply dated 03.08.2022 submitted by the workman was not find genuine / satisfactory. Thus, her services were rightly disengaged w.e.f. 08.09.2022 vide letter dated 08.09.2022 / Exhibit 'MW2/6'.

24. To my opinion as far as workman's plea in Para 5 of her affidavit / Exhibit 'AW1/A' that she had informed the Branch Head as well as his Duty In-charge vide letter application dated 30.07.2022, supported with medical certificate, is concerned, no leave application dated 30.07.2022 is proved on record. The only leave application tendered into evidence by the workman is of dated 27.07.2022 / Exhibit 'W3', whereby she applied leave for 3 days i.e. 27.07.2022 to 29.07.2022 due to fever.

25. As far as non-communication of survey order dated 29.07.2022 / Exhibit 'MW2/4' is concerned, workman in her reply dated 03.08.2022 / Exhibit 'W5' to the letter dated 03.08.2022 / Exhibit 'W4', calling her explanation submitted that she was not on duty from 26.07.2022 to 29.07.2022. To my opinion, workman's plea that she was not communicated the order dated 29.07.2022, whereby she was assigned survey duty for 31.07.2022, is not justified because MW2 in para 4 of his affidavit Exhibit 'MW2/A' has categorically deposed that order dated 29.07.2022 was also available on the official website of the of the management Board and all the employees who had been deputed for survey duty like her were very well aware of the said orders. The aforesaid version of MW2 is not controverted by the workman in his cross-examination. As per law settled by our own Hon'ble High Court in **2014(3) PLR 659** titled as **Smt. Sheona Versus Smt. Maro & Others**, if a witness is not cross-examined in respect of his deposition on a particular fact and is not confronted with a plea to the contrary, the fact so stated by the witness is deemed to have been admitted. Accordingly, it is sufficiently proved that workman had notice of the order dated 29.07.2022, once it was uploaded on the official website of Chandigarh Housing Board, Chandigarh.

26. As far as disengagement of the workman is concerned, the workman was appointed as Data Entry Operator on the basis of appointment letter dated 05.02.2013 / Exhibit 'W1' and deployed with management No.2 initially for a period of 6 months subject to the terms & conditions contained therein. Contract was extended vide order dated 16.06.2022 of CEO, Chandigarh Housing Board, Chandigarh for the period from 01.07.2022 to 31.12.2022 / Exhibit 'W12'. Workman / AW1 when put to cross-examination by the Law Officer on behalf of SPIC – management No.1 stated that she joined with management No.2 / Chandigarh Housing Board, Chandigarh on 05.02.2013 as DEO through SPIC on contractual basis. AW1 admitted as correct that before joining with management No.2, she was supplied terms & conditions by SPIC and after going through and accepting the terms & conditions, she joined with management No.2. AW1 further admitted as correct that that every year Chandigarh Housing Board send its requirements to the SPIC for supply of requisite manpower and only after the demand of the concerned department, the SPIC renew the old contracts with the contractual employees. Her services were dispensed with on 08.09.2022. From the aforesaid version of workman / AW1 it is sufficiently proved that workman joined the services with SPIC and deployed at Chandigarh Housing Board, Chandigarh on being aware of terms & conditions incorporated in appointment letter / Exhibit 'W1'. Relevant conditions No. 2 & 3 of appointment letter Exhibit 'W1' are reproduced as below :-

"2. The contract is further extendable keeping in view the requirement of their services to be forwarded by Department of Chandigarh Housing Board before the expiry of

contract period. No official correspondence in this regard will be sent from SPIC prior to expiry of the contract period.

3. *The contract shall be terminated as and when their services are not required by the Department of Chandigarh Housing Board without any prior notice.”*

27. AW1 in her cross-examination stated that her last contract was valid up to December, 2022 and his services were dispensed with on 08.09.2022 before the completion of contract period. To my opinion, management No.2 is justified in disengaging the service of the workman, due to her non-performance of survey duty on 31.07.2022 and it is for the employer / SPIC to offer / provide alternative job. In the present case, in alternative management No.1 / SPIC has provided the alternative job vide letter Memo No.SPIC/2022/68771 dated 03.11.2023 address from CEO, SPIC to the Section Officer (Admin), Estate Officer, U.T. Chandigarh and accordingly the workman is deployed as DEO against the resignation of Sh. Vivek on monthly contractual amount of ` 28,250/- as per the DC rates of Chandigarh Administration. In this regard AW1 / workman in her cross-examination conducted by management No.2 – Chandigarh Housing Board, Chandigarh has admitted as correct that at present, she is working on contractual basis with Estate Officer, Chandigarh on monthly wages of ` 28,250/-. The voluntarily statement of AW1 that she joined Estate Officer under protest is not acceptable as AW1 in her cross-examination stated that she has not given anything in writing that she is joining under protest. Moreover, SPIC cannot impose the employee to its client department – Chandigarh Housing Board, Chandigarh, without requirement from the department. AW1 when put to cross-examination by management No.1 stated that she has brought on record the recommendation by management No.2 to the SPIC for extension of her service w.e.f. 01.07.2022 to 31.12.2022 and copy of the same is Exhibit ‘W12’. AW1 further stated that her services were dispensed with on 08.09.2022. In the recommendation letter dated 03.10.2023 her name is not mentioned in the list of extension of the services, copy of same is Exhibit ‘W13’. In view of Exhibit ‘W13’, the SPIC is justified in offering the alternate job / deployment of workman with Estate Office, Chandigarh on the same post of DEO, on higher salary of ` 28,250/- which is last paid salary of the workman from Chandigarh Housing Board, Chandigarh was ` 26,902/-. Moreover, no as per application dated 16.09.2022 / Exhibit ‘W8’ addressed from workman to the Chief Executive Officer, Chandigarh, it was own request of the workman to transfer her services from Chandigarh Housing Board to any department of Chandigarh. However, no concealment of material fact by the workman is made out.

28. In view of the discussion made above, issue No.1 is decided against the workman and in favour of the management No.1 & 2. Issue No.2 is decided against the management No.1 and in favour of the workman.

Relief :

29. In the view of foregoing finding on the issue No.1 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 28.02.2025.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 16th April, 2025

No. 508165-HII(2)-2025/5942.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **34/2021** dated **24.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KAILASH CHANDRA S/O SH. ARJUN SINGH R/O H.NO.89/1, NEW DARSHANI BAGH, MANIMAJRA, U.T. CHANDIGARH. (WORKMAN)

AND

1. M/S PRABH DAYAL OM PARKASH, SCO NO. 804, 2ND FLOOR, KALKA ROAD, N.A.C. MANIMAJRA U.T. CHANDIGARH THROUGH ITS MANAGER/AUTHORISED SIGNATORY. SECOND ADDRESS:- PLOT NO. 51-52, VILLAGE BHAGWANPURA, KISHANGARH, U.T. CHANDIGARH.
2. SH. MANOHAR SUMAN, MANAGER, O/O M/S PRABH DAYAL OM PARKASH, SCO 804, 2ND FLOOR, KALKA ROAD,, N.A.C. MANIMAJRA, U.T. CHANDIGARH SECOND ADDRESS:- PLOT NO. 51-52, VILLAGE BHAGWANPURA, KISHANGARH, U.T. CHANDIGARH. (MANAGEMENT)

AWARD

1. Kailash Chandra, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that on 01.06.1991 the workman had joined the services as Assistant Accountant in the respondent-management (*hereinafter 'management'*) vide letter dated 01.06.1991 and was posted at the management's office. From year 2005 the workman was posted at Village Bhagwanpura, U.T. Chandigarh. During tenure of service work & conduct of the workman was satisfactory. Since appointment the workman had been performing various works assigned to him by the management or his superiors apart from the work of Assistant Accountant. There was no complaint and no adverse remarks against him. The workman used to receive salary ` 29,000/- by cheque issued by the management. Since 2009, the workman was not getting bonus applicable with his salary. The management / employer did not deduct and deposit the ESI and EPF with the concerned departments, therefore, the workman had been insisting that the same may be deposited, so that same may assist him in future. Annoyed with the said demand, the employer has not paid salary for the month of March and April, 2019 and told the workman that company is not doing well, therefore, they are decreasing the staff for six months, thereafter they assured to engage the services of the workman. The workman met management No.2 and other officers number of times for release of salary since March / April, 2019 but all in vain. Therefore, the workman used to visit the office of management. But in the month of March, 2020 the General Manager in illegal & arbitrary manner told the workman that he need not come to the office as the workman is not their employee. The workman had been thrown out the job since April, 2019 without assigning any reason or notice, in violation to the provisions of the ID Act, principle of natural justice, equity and good conscience which amounts to unfair labour practice. The workman was not supplied with copies of the relied upon documents which caused prejudice to the

workman. The workman was not issued notice or paid retrenchment compensation under Section 25F of the ID Act. No preference was given to the workman at the time of termination. The workman was not offered with opportunity of defence. Other persons have been kept against the post of the workman, in violation to Section 25H of the ID Act. No inquiry was held before terminating the services of the workman. The principle of 'first come last go' was not followed. The management has not paid salary for the months of March, 2019 and April, 2019. The workman raised demand notice dated 13.07.2020 to the management before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. The conciliation proceedings failed vide failure report dated 04.11.2020. Prayer is made that the workman may be reinstated with full back wages along with continuity of service.

3. On notice, management No.1 contested the claim application by filing written statement dated 16.08.2024, wherein preliminary objections are raised on the ground that the present industrial dispute is not maintainable as the services of the workman were never terminated by the management. In fact, workman himself left by absents from duty. Besides, the statement of claim is not signed by the claimant (*here-in-after 'workman'*) and being vague & baseless.

4. Further on merits, it is admitted to the extent that the workman was working with the answering management No.1. It is further stated that the workman joined the services of the management on 05.01.1993. It is a matter of record that from the date of appointment, workman was working to the entire satisfaction of his superior and never given any chance of complaint and there were no adverse remarks against him. It is a matter of record that the workman was appointed as Assistant Accountant and he used to receive salary of ` 29,000/- by cheque issued by the management company. It is denied that the workman raised any demand and annoyed with the same, the management had not paid him salary for the months of March, 2019 and April, 2019 and told the workman that the company is not doing well etc. The workman may be put to strict proof of the said plea. In fact, the workman had worked with the answering management up to 28.02.2019 and was paid salary for the month of February, 2019. The plea regarding EPF / ESI deduction is after thought. The workman is well aware of the provision of law and his entitlement. Since the workman had not worked with the answering management after 28.02.2019, therefore, there arises no question of payment of any salary for the period subsequent to 28.02.2019. The workman failed to mention as to which other officers he met apart from management No.2 for release of alleged salary for the March, April, 2019. The workman even failed to mention the reason for remaining silent for such a long period and even not making any claim / application for seeking his alleged salary. The services of the workman were never terminated by the answering management. In-fact the workman himself left by absents from duty and joined the services of M/s Sikka Pipe, Manimajra. The workman may be put to strict proof of his plea taken. Therefore, the question of violation of any of the provisions of the ID Act and principle of natural justice, equity and good conscience does not arise. Workman failed to explain as to how his alleged termination is unfair labour practice. The workman had not served any demand notice upon the answering management. Even the answering management had not received any notice from the office of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. Rest of the averments of claim statement are denied as wrong and prayer is made that the reference may be dismissed with costs.

5. The management No.2 (Manohar Suman, Manager, M/s Prabh Dayal Om Parkash, Manimajra, U.T. Chandigarh) did not appear despite service of summons issued for dated 26.04.2021. Thus, due to non-appearance management No.2 was proceeded against ex-parte vide order dated 26.04.2021 (in the zimni order dated 26.04.2020 is incorrectly written due to clerical mistake instead of correct date 26.04.2021).

6. The workman filed replication dated 18.05.2023 (filed on 19.05.2023), wherein the contents of the written statement of management No.1 except admitted facts are denied as wrong and averments of claim statement are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 18.05.2023:-

1. Whether the termination order is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits along with interest, as prayed for ? OPW
3. Whether the present claim statement is not maintainable ? OPM
4. Relief.

8. In evidence, workman Kailash Chandra examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents i.e. copy of appointment letter dated 01.06.1991 (original seen & returned) vide **Exhibit 'W1'**; copy of demand notice dated 13.07.2020 raised by Kailash Chandra vide **Exhibit 'W2'**; copy of memo No.4196 dated 04.11.2020 issued by Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vide **Exhibit 'W3'** and original bank account statement for the period 01.10.2018 to 30.04.2019 for the Account No.500202010000849 maintained with Union Bank of India, Manimajra in favour of Kailash Chandra vide **Exhibit 'W4'**. In cross-examination AW1 brought on record postal receipts **Exhibit 'W5' to Exhibit 'W7'** in support of issuance of demand notice Exhibit 'W1' under registered cover to the management and Assistant Labour Commissioner, U.T. Chandigarh. On 20.08.2024 workman closed his evidence in affirmative.

9. On the other hand, management examined MW1 Subash Chander Aggarwal - Partner of M/s Prabh Dayal Om Parkash, Jalandhar, who tendered his affidavit Exhibit 'MW1/A' along with copy of attendance register of the workman for the period w.e.f. September, 2018 to September, 2019 vide Exhibit 'M1'.

10. In cross-examination MW1 brought on record documents Exhibit 'M2' & Exhibit 'M3'.

Exhibit 'M2' is the computer-generated copy of Income Tax Return of the management-firm for the year 2019-20.

Exhibit 'M3' is notary attested copy of partnership deed dated 01.04.2017 of M/s Prabh Dayal Om Parkash, Manimajra.

11. Management No.1 examined MW2 Kaptan Singh - Manager, Union Bank of India (UBOI) Branch Manimajra, Chandigarh, who brought the summon record and tendered the attested copy of statement of Accountant No.500202010000849 of Kailash Chander for the period 01.04.2019 to 13.12.2024 vide **Exhibit 'MW2/1'**.

12. On 10.01.2025 Learned Representative for management No.1 closed oral evidence and 24.02.2025 closed documentary evidence.

13. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issues No. 1 & 2 :

14. Both these issues are taken up together being inter-connected and in order avoid repetition of discussion.

15. Onus to prove both these issues is on the workman.

16. Under these issues, workman Kailash Chandra examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of statement of claim in toto which are not reproduced for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W7'.

17. On the other hand, management No.1 examined MW1 Subash Chander Aggarwal - Partner of M/s Prabh Dayal Om Parkash, Jalandhar, who vide his affidavit Exhibit 'MW1/A' deposed that the workman had joined the services of the management on 05.01.1993. The alleged appointment letter produced by the workman does not pertain to the management. The management has not terminated the services of the workman as alleged by him. The workman had worked with the management up to 28.02.2019 and left and was paid his salary for the month of February, 2019. The workman had not worked with the management after 28.02.2019, therefore, question of termination of his services by the management in the month of April, 2019 as alleged, does not arise. The allegations put forth in regard to EPF / ESI deductions is also an afterthought and the workman is also well aware of the provisions of law and his entitlement and during his entire service tenure the workman never made any such request and had even crossed the age of superannuation. The workman after leaving the service of the management, joined M/s Sikka Trading Company, SCF 252-253, Motor Market, Manimajra. The workman has not served any demand notice upon the management and the even management had not received any notice in regard to the Conciliation Proceedings. Since the management has not terminated the services of the workman, therefore, the reference is liable to be dismissed. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M3'.

18. In order to support his plea that the workman after dated 28.02.2019 left the job with management No.1 and joined services with M/s Sikka Trading Company, management No.1 examined MW2 Kaptan Singh - Manager, Union Bank of India, Branch Manimajra, Chandigarh who proved on record statement of account No.500202010000849 of Kailash Chandra for the period 01.04.2019 to 13.12.2024 vide Exhibit 'MW2/1'.

19. From the oral as well as documentary evidence led by the parties, it comes out that the workman has alleged that he was appointed on 01.06.1991 by the management No.1 whereas the management has pleaded that workman was appointed on 05.01.1993. The workman / AW1 when put to cross-examination (partly recorded on 06.05.2024) stated that he can produce the appointment letter on the next date of hearing. Workman / AW1 when recalled for cross-examination on 25.07.2024 stated that he has brought the original record of his appointment letter dated 01.06.1991 issued by Proprietor / Manager namely Ashok Kumar Jain for Prabh Dayal Om Parkash. AW1 shown the original letter which was seen and returned. AW1 specifically stated that said Ashok Kumar Jain was Manager of the management-firm. This fact could not be controverted by the management in cross-examination of AW1. Thus, it is sufficiently proved on record that the workman was appointed by the management on 01.06.1991. It is admitted fact of the management that the workman was appointed on the position of Assistant Accountant.

20. Learned Representative for the workman argued that the workman remained in continuous employment of the management No.1 from the date of his appointment 01.06.1991 to April, 2019. It is further argued by Learned Representative for the workman that when workman raised demand to deduct and deposit his ESI and EPF contribution and that he is not getting bonus since 2009, then the management got annoyed and did not pay salary for the month of March, 2019 and April, 2019 to the workman and the workman was told that company is not doing well and they are decreasing the staff for six months and assured that thereafter they will engage the services of the workman. But in March, 2020 the General Manager of the management No.1 verbally told the workman not to come to the office, which amounts to illegal termination of his services. Learned Representative for the workman further argued that before terminating the services of the workman, the management did not make compliance of the mandatory condition laid down under Section 25F of the ID Act. Besides, at the time of termination of services, the principle of 'first come last go' was not followed. Moreover, new employees are engaged by the management at the place of the workman which is violation of Section 25H of the ID Act. Therefore, the order of termination of service being illegal is liable to be set aside and the workman is entitled for reinstatement with continuity of service along with full back wages and consequential benefits.

21. On the other hand, Learned Representative for the management No.1 argued that the management never terminated the services of the workman. In-fact after 28.02.2019, workman absented from duty and

joined service with M/s Sikka Trading Company. To support his arguments Learned Representative for management No.1 referred statement of account Exhibit 'MW2/1' incorporating entries of regular payment of salary by M/s Sikka Trading Company to the workman for the period 01.04.2019 to 13.02.2024. Learned Representative for management No.1 further argued that the workman has concealed the material fact that he after leaving the job of his own with the management, joined new employer Sikka Trading Company w.e.f. 01.03.2019.

22. To my opinion, in order to attract the provision of Section 25F of the ID Act the workman must prove his continuous employment under Section 25B of the ID Act. A workman is deemed to be in continuous service for a period of one year, if he, during the period of 12 calendar months preceding the date of termination, has actually worked under the employer for not less than 240 days. In para 6 of the demand notice dated 13.07.2020 the workman has taken specific plea that he was thrown out of job since April, 2019. In the present claim statement, the workman is seeking to set aside termination order dated 15.04.2019. On the other hand, the management No.1 in the written statement and MW1 in para 2 of his affidavit Exhibit 'MW1/A' pleaded that the workman has worked with the management up to 28.02.2019, which proves that workman has completed 240 days of continuous service in 12 calendar months preceding termination. Thus, workman fulfills the requirement of Section 25B of the ID Act.

23. As far as compliance of Section 25F of the ID Act is concerned, in case of voluntary abandonment of service, there is no need for an enquiry or notice and the principles of natural justice are not applicable. In the present case, the management's plea that the workman after dated 28.02.2019 did not turn up and joined service with another employer M/s Sikka Trading Company stands proved from workman's statement of bank account Exhibit 'MW2/1' which show that the workman had continuously received amount of ₹ 14,000/- or ₹ 14,500/- per month from Sikka Trading Company during the period June, 2019 to October 2020. Learned Representative for the workman argued that on termination of services, the workman joined part time job with M/s Sikka Trading Company. To my opinion, the above argument advanced by Learned Representative for the workman is devoid of merits, because management No.1 in para 5 on merits, of the written statement specifically pleaded that the workman did not work with the answering management after 28.02.2019 and in para 6 of written statement pleaded that services of workman were never terminated by the answering management and in fact workman himself left by absenting from duty and had joined service of M/s Sikka Pipe, Manimajra. The workman in replication to the written statement of management No.1, jointly denied the contents of paras 5 to 16 of the written statement and pleaded that the management No.1 may be put to strict proof of the averments made in said paras. The workman did not disclose that he is doing part time job with M/s Sikka Trading Company w.e.f. March, 2019, either in the demand notice or in his claim statement. The workman had an opportunity to explain in the replication if he was doing any part time job with M/s Sikka Trading Company but no such explanation was offered in replication and as well as his affidavit Exhibit 'AW1/A' tendered by the workman in his examination-in-chief. The attendance record Exhibit 'M1' accompanied with statement of account Exhibit 'M1/1' supports the management's plea that the workman voluntarily abandoned the job with management No.1 after 28.02.2019 and joined M/s Sikka Trading Company immediately thereafter in March, 2019. The law laid down by the Hon'ble Supreme Court of India, referred by Learned Representative for the management titled as ***Vijay S. Sathaye Versus Indian Airlines Limited & Others***, reported in **2013(10) SCR 73** is applicable to the facts of the present case to an extent wherein it has been held that for the purpose of termination, there has to be positive action on the part of the employer. The abandonment of service is a consequence of unilateral action on behalf of the employee and the employer has no role in it. Such an act cannot be terminated as retrenchment from service.

24. In view of the reasons recorded above, it is duly proved on record that workman has voluntarily abandoned the services with the management No.1 after dated 28.02.2019 in order to join service with another employer i.e. M/s Sikka Trading Company. Consequently, the provisions of Section 25F and 25H of the ID Act are not attracted.

25. Accordingly, both these issues are decided against the workman and in favour of the management.

Issue No. 3 :

26. Onus to prove this issue is on the management.

27. During course of arguments this issue has not been pressed by Learned Representative for the management.

28. Accordingly, this issue is decided against the management and in favour of the workman.

Relief :

29. In the view of foregoing finding on the issues No.1 & 2 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 24.02.2025.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
ENGINEERING DEPARTMENT

Notification

The 31st December, 2024

No. 11.—The Adviser to the Administrator, Union Territory, Chandigarh on the recommendations of Departmental Promotion Committee (Class-I) as well as in terms of the PSEB Service of Engineers (Electrical) Recruitment Regulation, 1965 as amended from time to time, is pleased to promote Er. Balbir Singh, Assistant Executive Engineer to the next grade of Executive Engineer in the Electricity Wing of the Engineering Department, Union Territory, Chandigarh on officiating basis against Lien post in the pay matrix of Rs.67700-208700 (Level-11 as per 7th CPC) with immediate effect subject to the condition that in case Er.Pawan Kumar Sharma, Executive Engineer (Electricity) joins back against the Lien post, the promoted officer would be reverted back to the former post of Assistant Executive Engineer.

Further Er. Balbir Singh on his officiating promotion as Executive Engineer would continue posted as Executive Engineer, Electricity OP Divn.No.3 being the officer already assigned the charge against the said post.

He will be on probation for a period of one year from the date of his joining.

(FOR AND ON BEHALF OF ADVISER TO
ADMINISTRATOR, UT, CHANDIGARH)

(Sd.) . . . ,

EXECUTIVE ENGINEER (HQ),
FOR CHIEF ENGINEER, UT, CHANDIGARH.

CHANGE OF NAME

I, Vishal S/o Mahender Singh R/o House No. 1402, Phase-1, Ramdarbar, Chandigarh, have changed my name from Vishal to Vishal Singh.

[626-1]

I, Shukrana W/o Khem Chand R/o # 424-A, Small Flats, Housing Board Complex, Dhanas, Chandigarh, declare that I have changed my name from Shukrana to Phoolmati.

[627-1]

I, Esha Sony Daughter of Sh. Baljit Kumar Resident of # 298/1, Sector 41-A, Chandigarh, have changed my name to Esha.

[628-1]

I, Raj Kumar S/o Mansuri Lal Chopra R/o # 2833, Sector 40-C, Chandigarh, have changed my name to Raj Kumar Chopra.

[629-1]

I, Munna Lal Son of Sh. Ram Nain R/o House No 65, Near Gurudwara Hallomajra, Chandigarh, have changed my name from Munna Lal to Lalmuni.

[630-1]

I, Sunita W/o Raj Kumar Chopra R/o # 2833, Sector 40-C, Chandigarh, have changed my name to Sunita Chopra.

[631-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."